

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

CARBON AUTONOMOUS ROBOTIC
SYSTEMS INC.,

Plaintiff,

v.

LAUDANDO & ASSOCIATES LLC,

Defendant.

No. 2:24-cv-03012-DAD-JDP

ORDER OVERRULING PLAINTIFF'S
OBJECTIONS TO THE SCHEDULING
ORDER

LAUDANDO & ASSOCIATES LLC,

Counter Claimant,

v.

CARBON AUTONOMOUS ROBOTIC
SYSTEMS INC.,

Counter Defendant.

This matter is before the court on the March 12, 2025 objections filed by plaintiff and counter-defendant Carbon Autonomous Robotic Systems Inc. (Doc. No. 38), to the court's February 26, 2025 scheduling order.

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DISCUSSION

A. Adoption of the Northern District of California's Patent Local Rules

Plaintiff objects to the court's adoption of the Northern District of California's Patent Local Rules in its scheduling order. (Doc. No. 38 at 2–4.) Plaintiff argues in its objections that the court should: (1) establish final infringement, invalidity, and noninfringement contention deadlines and permit amendment of contentions without a court order until those deadlines pass; (2) amend the procedure used in the Patent Local Rules to require defendant to produce core technical documents prior to plaintiff's serving of initial infringement contentions, which the parties had stipulated to in their joint status report; and (3) amend the procedure used in the Patent Local Rules to delay exchange of expert claim-construction declarations until after the Joint Claim Construction and Prehearing Statement. (*Id.* at 3.) Defendant opposes these modifications, stating that it has always supported a schedule based on the Northern District of California's Patent Local Rules. (Doc. No. 39 at 2.)

The Northern District's Patent Local Rules are “designed specifically to ‘require parties to crystallize their theories of the case early in the litigation’ so as to ‘prevent the ‘shifting sands’ approach to claim construction.’” *O2 Micro Int'l Ltd. v. Beyond Innovation Tech. Co.*, 521 F.3d 1351, 1364 (9th Cir. 2008); *see also MediaTek Inc. v. Freescale Semiconductor, Inc.*, No. 11-cv-5341-YGR, 2014 WL 971765, at *3 (N.D. Cal. Mar. 5, 2014) (“The goal of these rules, like those of other districts with significant numbers of patent cases, is the speedy, efficient, and less expensive resolution of patent cases.”) The Federal Circuit, in considering the Northern District's Patent Local Rules, has stated:

If a local patent rule required the final identification of infringement and invalidity contentions to occur at the outset of the case, shortly after the pleadings were filed and well before the end of discovery, it might well conflict with the spirit, if not the letter, of the notice pleading and broad discovery regime created by the Federal Rules. But we see nothing in the Federal Rules that is inconsistent with local rules requiring the early disclosure of infringement and invalidity contentions and requiring amendments to contentions to be filed with diligence.

O2 Micro Int'l Ltd., 521 F.3d at 1366.

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1 Here, plaintiff has first requested that the court amend its scheduling order to establish
2 deadlines for final infringement, invalidity, and noninfringement contentions and the ability to
3 amend initial contentions as a matter of course until those deadlines pass. (Doc. No. 38 at 3.) It
4 contends that doing so will avoid the onerous task of seeking leave to amend its infringement
5 contentions “upon a timely showing of good cause” as Patent Local Rule 3-6 requires. (*Id.* at 2–
6 3.) It also explains that it will seek such amendments to accommodate discovery materials as
7 they are produced. (*Id.*) However, the reasons advanced by , plaintiff do not provide good cause
8 for the modification of the court’s scheduling order. This is because courts typically find good
9 cause to grant leave to modify infringement contentions upon the receipt of discovery. *See, e.g.,*
10 *Linex Techs. v. Hewlett-Packard Co.*, No. 13-cv-00159-CW, 2013 WL 5955548, at *2 (N.D. Cal.
11 Nov. 6, 2013) (“Courts typically grant leave to amend infringement contentions after a patentee
12 has been given the opportunity to inspect relevant source code.”); *Broadcom Corp. v. Qualcomm*
13 *Inc.*, No. 05-cv-00467-JVS-RNB, 2006 WL 8441691, at *3 (C.D. Cal. Dec. 5, 2006) (finding
14 good cause to amend infringement contentions upon review of discovery and deposition
15 testimony); *see also* Patent L.R. 3-6 (“Non-exhaustive examples of circumstances that may,
16 absent undue prejudice to the non-moving party, support a finding of good cause include: . . . (c)
17 Recent discovery of nonpublic information [.]”); *Comcast Cable Commc’ns v. Finisar Corp.*, No.
18 06-cv-04206-WHA, 2007 WL 716131 (N.D. Cal. Mar. 2, 2007) (“[T]he rule is not a straitjacket
19 into which litigants are locked from the moment their contentions are served. There is a modest
20 degree of flexibility, at least near the outset.”). Because plaintiff has not established good cause
21 to modify the scheduling order and the Patent Local Rules ensure that amendments are filed with
22 diligence to avoid “shifting sands” litigation strategies, the court will overrule plaintiff’s
23 objections to the scheduling order with respect to final contentions deadlines and the requirement
24 of good cause for amendment.

25 Plaintiff next requests that the court modify its scheduling order by requiring that
26 defendant produce core technical documents and source code prior to the deadline for plaintiff’s
27 filing of its initial infringement contentions. (Doc. No. 38 at 3.) The court opted not to include in
28 its scheduling order the specific discovery exchange deadline suggested by plaintiff with respect

1 to core technical documents and source code because it is not the court's practice to impose such
2 incremental discovery deadlines.¹ The court remains unpersuaded that it should do so here.
3 Accordingly, plaintiff's objection in this regard is also overruled.

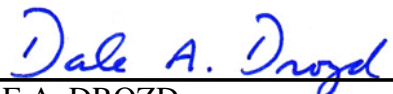
4 Finally, plaintiff requests that the court modify the scheduling order to delay exchange of
5 expert claim-construction declarations. (Doc. No. 38 at 3–4.) Plaintiff states that this procedure
6 would be more efficient. (*Id.* at 4.) Patent Local Rule 4-2, which requires the exchange of expert
7 declarations with the Joint Claim Construction and Prehearing Statement, ensures that the parties
8 disclose their theories of claim construction and expert testimony prior to briefing to avoid the
9 shifting of positions after initial briefing. *See HTC Corp v. Tech. Props. Ltd.*, No. 5:08-cv-00882-
10 JF-HRL, 2010 WL 4973628, at *2 (N.D. Cal. Dec. 1, 2010) (discussing the importance of
11 disclosure of expert opinions prior to the filing of opening claim construction briefs to facilitate
12 claim construction discovery). Because the early disclosure of expert reports with the Joint Claim
13 Construction and Prehearing Statement is designed to aid the parties in preparing their opening
14 claim construction briefs and helps avoid the “shifting sands” approach to claim construction, the
15 court will overrule plaintiff's objection to the scheduling order in this regard as well.

16 CONCLUSION

17 For the reasons explained above, plaintiff's objections (Doc. No. 38) to the court's
18 scheduling order are overruled and the February 26, 2025 order remains in place as issued unless
19 otherwise ordered.

20 IT IS SO ORDERED.

21 Dated: April 8, 2025

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23 DALE A. DROZD
UNITED STATES DISTRICT JUDGE

24 ¹ Defendant concedes that it had agreed to early production of source code and core technical
25 documents but now seeks to delay that production until the time when the Patent Local Rules
26 would require, namely with the filing of their initial invalidity and noninfringement contentions.
27 (Doc. No. 39 at 2); see Patent L.R. 3-4(a) (requiring source code to be provided with initial
28 invalidity contentions). Based on defendant's responses to plaintiff's objections, it appears that
the parties are no longer in agreement as to an early discovery deadline with respect to source
code and core technical documents. However, were the parties to again reach agreement on this
issue, they are certainly free to act in accordance with such an agreement.

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